

MAKE READY SOLICITATION  
UNIFORM CONTRACT FORMAT  
IAW FAR 25.401(b) (1), this contract format is exempt from  
WTO GPA however if over \$250,000 still needs to be in FedBizOps per PIB 2014-3

LAYOUT OF THIS MODEL

- List of Updates to the Model Contract
- Tick List for the Contracting Officer
- Sample Cover Letter
- Model Contract

UPDATES TO THE MODEL

01/30/2014 - Update FAC 2005-64 thru 69, PIB 2012-16 (52.232-99 deviation already included in models)

08/26/2013 – Updated VAT, Section B.3.1., Version A

05/22/2013 – Update VAT info, Section B.3.1

05/13/ 2013 – Update Section L

03/22/2013 – Update FAC 2012-18

02/01/2013 – Update per FAC 2005-60 thru 63 (52.204-8, 52.225-25)

09/10/2012 – Updates required by PIB 2012-16, 17 and 18

05/29/2012 – Updated required by FAC 205-56-59, PIB 2012-11 and -10(notes on inherently govt, 52.204-7, 52.245-1, 52.232-32, 52.245-9, 52.204-8)

02/22/12 – Update per FAC 2005-55 (52.204-8, 52.204-10, 52.209-7, and 52.209-9)

12/23/2011 – Update FAC 2005-54 (52.225.25 and 52.204.08)

07/20/2011 – Updates required by DOSAR (652.204-70; 652.237-71)

07/13/2011 – Updates required by FAC 2005-53 (52.223-18, 52.215-10, and 52.215-11)

07/07/2011 – Updates required by FAC 52. (52.216-7, 652.242-73, 652.229-70, 52.204-8,52.209-2)

04/06/2011 – Update per FAC 2005-48, 49, and 51

02/28/2011 – Correction to update required by FAC 2005-47.

2/22/11 – Updated per FAC 2011-7 by deleted 52.209-8 and replacing with 52.209-9 ALT 1

1/24/2011 – Updated per FAC 47-48 and PIB 2011-3; 52.204-8, 52.204-9, and 52.209-8

10/19/10 – FAC 2005-46 update 52.244-6, 52.204-8 and add 52.225-25

10/12/10 – FAC 2005-46 add 52.223-18

09/03/10 – FAC 2005-45 update all required FAR clauses

07/22/10 -- FAC 2005-44 add 52.204-10

07/14/10 – FAC 2005-43 update to (52.245-1 and 52.222-19)

07/01/10 – Update FAC 2005-42 (52.244-6)

06/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

04/29/10 – No change required by FAC 2005-41

04/23/10 – No change required by FAC 2005-39; FAC 2005-40 has the following changes:  
(52.244-6, 52.203-13) (52.209-5) (52.209-7) (52.209-8)

01/12/10 – Change required by FAC 2005-38 (52.222-39, 52.244-6)

08/27/09 – Changes required by FAC 2005-35 & 36 (52.222-19, 52.225-20, 52.228-11, 52.244-6)

08/17/09 – Change required by FAC 2005-34 (Add 52.209-2)

07/21/09 – 652.228-74. Updated DBA rates

06/29/09 - No change required by FAC 2005-32&33

03/26/09 Added Exhibit 9

03/09/09 - Change required by FAC 2005-29 and 30 (52.222-50, 52.244-6, 52.204-8, 652.206-70)

12/29/08 – FAC 2005-28 (52.244-6 and 52.203-13)

10/07/08 – Update FAC 2005-27 (52.232-17, 52.232-27)

07/25/08 – Changes required by PIBs 2008-20 and 2008-21, inclusion of Contractor Identification clause and DBA rate changes

07/07/08 – Update required by FAC 2005-26 (52.225-13)

6/11/08 – Change required by FAC 2005-23 (none) 24, & 25

5/30/08 – Added note to include 52.225-19 if danger post

1/31/08 – No update required by FAC 2005-23; 652.228-74 updated DBA rate

12/05/07 – No update required by FAC 2005-21 & 22

09/20/07 - No update required by FAC 2005-20

09/05/07 – Change required by FAC 2005-19 (update) (52.203-12, 52.204-09, 52.222-50 & 52.203-11)

08/15/07 – Change required by PIB 2007-23 (Add DOSAR 652.204-70, Delete DOSAR 652.237-71) and add DOSAR 652.228-70

07/17/07 – Change required by FAC 2005-18 – no change required

07/11/07 – Changes required by FAC 2005-17 (52.245-1, 52.245-2) and added 52.249-14

03/26/07 – Change required by FAC 2005-16 (52.244-6)

01/29/07 – checked DBA rate

01/04/07 – No change required by FAC 2005-15

12/13/06 – Change required by FAC 2005-14 (52.228-15)

08/03/06 – Change to FAR internet reference; no update required for FAC 2005-12

7/21/06 – Update 652.228-71; no update required by FAC 2005-11

7/10/06 – Change required by FAC 2005-10 (52.204-7, and 652.228-74)

6/20/06 – Change required by FAC 2005-09 (52.204-9, 652.237-71, 52.204-8, 52.222-50)

2/13/06 – Change required by FAC 2005-07 (52.204-8, 52.225-13, 52.244-6)

1/12/06 - Change required by FAC 2005-08 (update FAR 52.222-19 to JAN 2006)

12/14/05 – Change to date of 52.244-6 to reflect that change in FAC 2005-1 was only to clause prescription

10/20/05 – FAC updates for 2005-6 (52.203-11, 52.203-12, 52.228-15 and 52.232-27)

8/19/05 – No change for FAC 2005-05

5/13/05 – No change required by FAC 2005-3 because 52.225-13 updates dates made in 2005-2.

4/15/05 – Changes required by FAC 2005-1 and 2005-2 (update FAR 52.244-6, Subcontracts for Commercial Items and 52.225-13, Restrictions on Certain Foreign Purchases to MAR 2005)

2/23/05 - Updated 52.209-6 and 52.244-6, and added 52.222-39 and 52.204-8 per FAC 2001-26 and FAC 2001-27

12/16/2004 – Deleted EPA Clause from Section B

11/02/2004 – Added 52.233-4 Section I per FAC 2001-25

10/06/04 – Updated to cover new DBA

06/30/2004 – Update 52.219-1, 52.244-6 , and 52.202-1 Section I per FAC 2001-23 and 24

04/22/04 – Updated for DOSAR Revisions, PIB 2004-25 (deleted DOSAR 652.228-70; updated DOSAR 652.216-70 and 652.237-72; H.10.1 - revised DOSAR 652.236-70). Also revised L.2, FAR 52.216-1 to correct contract type

04/16/04 – No update required for FAC 2001-21; updated for FAC 2001-22 (FAR 52.245-2).

1/29/04 No change for FAC 2001-17, changes for FAC 2001-18 (update 52.225-13) and FAC 2001-19 (update of 52.222-19)

1/22/2004 – Added sample Bank Letter of Guaranty to Section J

## CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

- ☐ Always use OPE's most recent contract model. Do not recycle an older version. Contract models are updated with FAR clauses many times per year.
- ☐ If you have questions about FAR Provisions and clauses, consult FAR 52.3, the provision and clause matrix, at [http://acquisition.gov/far/current/html/52\\_301Matrix.html](http://acquisition.gov/far/current/html/52_301Matrix.html). Do not delete any provisions or clauses without talking with your OPE Desk Officer.
- ☐ In the cover letter to the OPE Desk Officer, Contracting Officer has stated the file name of the model the Contracting Officer has copied from OPE's website.
- ☐ **REQUIRING OFFICES** - All requirements for new services must undergo a pre-award assessment by the requiring office to ensure the statement of work does not include any inherently governmental functions. The Form DS-4208, Request for Services Contract Approval, found in PIB 2012-11, Attachment 1 is available on e-Forms and will be used to meet this requirement.
- ☐ This solicitation is for make-ready (minor repairs/maintenance). Major repairs are not covered. Handle major repairs as a separate procurement action. The attached model solicitation is prepared in the uniform contract format prescribed in FAR 12.303.
- ☐ Acquisition Method - Post should consider the following alternatives before using this solicitation. Only if these alternatives are not feasible should post consider using this solicitation.
  - (a) Personal Service Agreements (PSA's); or
  - (b) Simplified Acquisitions -- by using a Purchase Order or Blanket Purchase Agreement if total services will not exceed \$150,000 annually.
- ☐ Instructions for each "[*Note to Contracting Officer*]" have been followed
- ☐ Offeror and Contracting Officer have completed all appropriate fill-in-the-blank sections, many of which are denoted by "[ ]"
- ☐ REQUIRED – Before sending to OPE for review, all modified clauses are highlighted unless the instructions for that clause in the model expressly state that post should modify the clause to reflect post specifics.
  - ☐ REQUIRED - Rationale for this modification has been included in the memo requesting review from A/OPE.
  - ☐ Highlights have been removed before issuing solicitation
- ☐ Bio-preferred products - If U.S. firms or products are being solicited then include 52.223-1 and 52.223-2 in the solicitation/contract. Place in Section I.1.

- ☐ Appropriate information has been entered into all blank fields.
- ☐ Your A/OPE Desk Officer has approved this solicitation when and where approval is appropriate.
- ☐ The entire contract model, including all completed tick lists and instructions, has been saved somewhere for your records, so you'll have a history of what has been done.
- ☐ "Model Updates" at the beginning of this document were deleted before final printing.
- ☐ ALL "Tick List and Guidance" comments have been deleted before final printing.
- ☐ "[*Notes to Contracting Officer*]" which are embedded in the model have been deleted before final printing
- ☐ Contracting Officer has read the solicitation before it has been submitted to A/OPE/EAD for review.
- ☐ Contracting Officer has made sure all A/OPE/EAD comments are incorporated before issuance.
- ☐ Contracting Officer has actually read the final solicitation before distribution.
- ☐ The solicitation makes sense to both you and your Desk Officer.
- ☐ The Proposal due date is at least 30 days after issuance. Also, the CO has ensured this due date does not fall on an Embassy holiday or weekend.
- ☐ PIB 2007-14 has been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. When in doubt, contact your OPE Desk Officer.
- ☐ The proposed COR has been notified of all required training as set forth in DOSAR subpart 642 to ensure these requirements have been satisfied prior to or at the time of award.
- ☐ Contracting Officer has negotiated for the lowest priced technically acceptable offer.
- ☐ Replacement Parts and Materials - Consider who will be supplying spare parts and materials. Prepare the solicitation to reflect what the offerors will provide versus what the Government will provide.
  - ☐ This model is written with the assumption the Contractor provides all materials; change this to reflect any Government-provided items.
- ☐ SECTION A (SF-1442) Completed

- ☐ If you are unsure when to use the SF-33 as opposed to the SF-1442 (or any other form), consult your Desk Officer
- ☐ SECTION B - Completed
  - ☐ Please note we have deleted DOSAR 652.216-71 the Economic Price Adjustment Clause (EPA) from Section B of this model. It has been determined that the Contractor should assume the risk and negate the need for further cost/analysis and re-negotiations to be done at posts. This applies to posts where the minimum wage and labor cost increases are standard, increases do not fluctuate substantially, and market forces and price competition have been shown to be fair and reasonable. Please contact your Desk Officer if you feel it is necessary to include this clause.
  - ☐ If there have been big fluctuations in the economy, post may elect to incorporate less option years. If this is done, then there will be additional changes within the solicitation.
  - ☐ Type of Make-Ready Services Performed: The line-item price list in Section B includes many different types of services associated with make-ready work. Tailor the items on this list, along with the corresponding standards and specifications in Section C, to meet post's needs.
  - ☐ Fixed prices provide additional incentive to the Contractor to complete work in a timely manner. Services should be priced by the square meter or by the unit, rather than by labor hours to make the contract easier to administer.
- ☐ SECTION C - Completed
  - ☐ You have coordinated the tasks with the requirements office to ensure all tasks are necessary to include the timing.
- ☐ SECTION H - Completed
  - ☐ Work in Restricted Areas: If the successful firm will be required to perform make-ready services in restricted areas where an escort will be required, ensure the RSO defines such areas and a contract clause is written for Section H that requires the Contractor to submit advance notice before work begins in that area so that an escort can be arranged.
- ☐ SECTION I - Completed
  - ☐ FAR 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)
- ☐ SECTION I – Defense Base Act Insurance clauses reviewed and modified

- ☐ When the Contracting Officer has a reasonable expectation that no covered contractor employees (see PIB 2009-20 on OPE intranet site for definition of covered versus non covered employees) will be included in the offers (e.g., offers will come from local overseas contractors and the work is to be performed in a country that has local workers' compensation laws), the Contracting Officer shall include the following FAR clause and DOSAR provision in the solicitation:
  - ☐ FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas*. Place in Section I.1. (Note that OPE has assumed you will use the above clause and has already included it in Section I.1.)
  - ☐ Provision entitled *Defense Base Act – Covered Contractor Employees*; place in Section K.9 (Note that OPE has assumed you will use the above clause and has already included it in Section K.9.)
- ☐ If, in response to the solicitation, any offeror knows that they will employ covered employees, the offeror is required to notify the Contracting Officer prior to the closing date.
  - ☐ The Contracting Officer shall then amend the solicitation to add a line item in Section B (see sample language in B.2.7 and actual item in B.3.6 of the LGP model).
  - ☐ If covered employees will be employed, delete the following
    - ☐ FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas* from Section I.1
    - ☐ Provision entitled 652.228-70 *Defense Base Act – Covered Contractor Employees* from Section K.9

Also add the following clauses/provisions:

- ☐ FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place in Section I. Incorporated by reference.
- ☐ DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place in Section I, incorporated in full text. If DOSAR 652.228-71 included delete actual text from paragraphs (b), (c), (d), (e) and (f) and mark those paragraphs as “reserved per PIB 2012-17”
- ☐ Offerors shall be given additional time to incorporate the DBA contractor rates into their proposed prices.
- ☐ SECTION K.5 COMPLETED - American Business Sources



- ☐ For Section K inserts which follow, you have deleted all instructions such as “[*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*]”
- ☐ All Section K.5(b) tick marks such as this one “[ ]” have been appropriately ticked
- ☐ If you know or expect that American businesses may submit a proposal, you must include the following solicitation provision, in addition to the other certifications contained in this solicitation. This certification is used to determine whether the firm is considered small by the Small Business Administration (SBA).
  - ☐ If you receive an offer from a small business, and you determine that firm to be non-responsible, then you must refer the matter to A/OPE and A/SDBU for referral to SBA; any determination of non-responsibility of an American small business must be referred to SBA prior to award of the contract. SBA will then determine whether to issue a Certificate of Competency (SBA) attesting to the firm's ability to perform the contract. For more information, see FAR 19.000(b) and 19.6.
  - ☐ If the above conditions are met, include the following (shown here in blue) at the end of Section K and number as the next sequential number in the K series.

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238990**.

(2) The small business size standard is **\$14 million dollars**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it *o* is, *o* is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it *o* is, *o* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it *o* is, *o* is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.*] The offeror represents as part of its offer that—

(i) It *o* is, *o* is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.*] The offeror represents as part of its offer that—

(i) It *o* is, *o* is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it *o* is, *o* is not a veteran-owned small business concern.

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.*] The offeror represents as part of its offer that it *o* is, *o* is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It *o* is, *o* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It *o* is, *o* is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who

are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

- ☐ If U.S. firms are being solicited/awarded a contract the following FAR clause must be provided in full text in Section I:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be –

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Department of Labor, Office of Labor Management Standards (OLMS) web site at: <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non-compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

☐ 3<sup>rd</sup> Country Nationals: The clause, Recruitment of Third Country Nationals for Performance on Department of State Contracts, shall be included in any solicitation and contract (including commercial items) valued over \$150,000 requiring non-professional labor where contract performance will require recruitment of third country national labor specifically for contract performance. Contractors shall submit Recruitment and Housing Plans as appropriate and shall be evaluated and contracts shall only be awarded to contractors submitting acceptable plans (PIB 2012-10).

#### RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (October 17, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

##### 2. Recruitment Plan

a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the Contractor intends to recruit them.

b. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.

c. Provide sample recruitment agreement in English.

d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The Contractor or employer pays the recruitment fees for the worker if recruited by the Contractor or subcontractor to work specifically on Department of State jobs.

e. State in the offer that the Contractor's recruitment practices comply with recruiting nation and host country labor laws.

f. State in the offer that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.

g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.

h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the Contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.

c. Contractor shall provide all employees with a “Know Your Rights” brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/j/tip> or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company’s obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via e-mail at [OIGHotline@state.gov](mailto:OIGHotline@state.gov).

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.

g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.

h. The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

SAMPLE COVER LETTER FOR RFP

***[Note to Contracting Officer: insert date]***

To: Prospective Offerors

Subject: Solicitation number S ***[Note to Contracting Officer: insert solicitation number]***

Enclosed is a Request for Proposals (RFP) for make ready services (minor maintenance and repair of residences). To submit a proposal:

- follow the instructions in Section L of the solicitation,
- complete the required portions of the attached document, and
- submit your proposal to the address shown on the Standard Form 1442 that follows this letter.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions. However, we may hold discussions with companies in the competitive range if there is a need to do so.

Proposals are due by ***[Note to Contracting Officer: insert date]*** at ***[Note to Contracting Officer: insert time]*** local time.

Sincerely,

***[Note to Contracting Officer: insert name of CO]***

Contracting Officer

Enclosure  
As Stated.



## MODEL CONTRACT

### SECTION A

*[Note to Contracting Office: insert SF-1442 – See Chapter 9 of the Overseas Cookbook (the latest version may be found at [http://aoepd.a.state.gov/content.asp?content\\_id=25&menu\\_id=50](http://aoepd.a.state.gov/content.asp?content_id=25&menu_id=50) ).]*

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, supplies and equipment for all make-ready services for residences for [*Note to Contracting Officer: insert name of Post*] as described in Sections B and C of this contract, and the exhibits in Section J.

### B.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity type contract for make-ready. The Contractor shall furnish services according to task orders issued by the Contracting Officer. Oral task orders may be necessary for emergencies, however, they shall be issued in writing within three days after issuance of the oral instructions. The task orders shall specify the location and type of work requested (see Section B.4 and the example in Section J, Exhibit 2).

The contract will be for a one-year period from the date of the contract award, with 4 (four) [*Note to Contracting Officer: change as appropriate*] one-year options. For each effective year of the contract, the U.S. Government guarantees a minimum order of [*Note to Contracting Officer: insert minimum amount*] worth of services. The maximum amount of services ordered under each year of the contract will not exceed [*Note to Contracting Officer: insert maximum amount*] worth of services.

[*Note to Contracting Officer: See also Section I.4. – Order Limitations*]

[*Note to Contracting Officer: Minimum and maximum amounts must be given for this type of contract. The units of measure will depend upon how services are billed in Section B. If all services are computed by the square meter, then the minimum and maximums may be listed in square meters only. If various services are computed using different measures, minimums and maximums for each category should be given. Alternatively, you may state a fixed dollar or local currency amount.*]

### B.3 PRICES/COSTS

The prices will include all work, including furnishing all labor, materials, equipment and services, unless otherwise specified in Section B.4.4. The prices listed below shall include all labor, materials, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit.

#### B.3.1 VALUE ADDED TAX

[*Note to Contracting Officer: include Version A, if the Contractor must submit VAT for this contract to the host government. Include Version B if the host government will not require submission of VAT by the Contractor for this contract.*]

Version A

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

OR

*Version B*

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

**B.3.2 CURRENCY**

All prices shall be in [*Note to Contracting Officer: insert currency*].

**B.3.3 BASE YEAR PRICES** (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months)

*[Note to Contracting Officer: The Contracting Officer should carefully prepare the following line-item list in accordance with local requirements:*

- 1. Edit “Description of Service” blocks and include all relevant services and specifications, and include references to attachments in Section J, if additional descriptive information is necessary.*
- 2. Review and adjust unit of measure, as necessary. Specify net or gross square meters. (Janitorial/cleaning and gardening services will include outside areas.)*
- 3. Enter estimated quantities for the one-year period in the “Estimated Quantity” column.*
- 4. Enter the currency unit in the header of the “Price Per Unit” column.*
- 5. Enter the correct tax percentage, if applicable, on the tax line at the end of the table.*

*The Offeror will fill in the price per unit; total estimated price, and the grand totals at the end of the table.]*

CLIN	Description of Service	Unit of Measure	Price per Unit in [enter currency]	Estimated Quantity [enter amounts]	Total Est. Price
001	Clean old paint, repair plaster, prime and smooth surface, apply ( ) coats of ( ) paint.	Sqm*			
002	Painting walls, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Sqm*			
003	Painting ceilings, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Sqm*			
004	Painting trim/baseboards, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Linear meter			
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Sqm*			
006	Varnishing/shellacking of woodwork, following surface preparation	Sqm*			
007	Removal of wallpaper	Sqm*			
008	Textured Surfaces preparatory work	Sqm*			
009	Painting of textured surfaces, one coat, (oil-based) paint, (glossy) finish	Sqm*			
010	Removal and disposal of old carpet and laying of contractor-furnished carpet (see <i>Section C.2.2</i> )	Sqm*			
011	Cleaning of installed carpets, including spot removal (see <i>Section C.2.3</i> )	Sqm*			
012	Janitorial/Cleaning services (see <i>Section C.2.4</i> )	Sqm*			
013	Plumbing services (see <i>Section C.2.5</i> )	Sqm*			
014	Electrical services (see <i>Section C.2.6</i> )	Sqm*			
015	HVAC services (see <i>Section C.2.7</i> )	Sqm*			
016	Carpentry services (see <i>Section C.2.8</i> )	Sqm*			
017	Roofing services (see <i>Section C.2.9</i> )	Sqm*			
018	Gardening services (see <i>Section C.2.10</i> )	Sqm*			
019	Masonry services (see <i>Section C.2.11</i> )	Sqm*			
020	General Mechanical services (see <i>Section C.2.12</i> )	Sqm*			
021	Safety Equipment services (see <i>Section C.2.13</i> )	Sqm*			
Total of all line-item prices:					
Base Year Total:					

\*Sqm – square meter

### B.3.4 FIRST OPTION YEAR PRICES

CLIN	Description of Service	Unit of Measure	Price per Unit in [enter currency]	Estimated Quantity [enter amounts]	Total Est. Price
001	Clean old paint, repair plaster, prime and smooth surface, apply ( ) coats of ( ) paint.	Sqm*			
002	Painting walls, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Sqm*			
003	Painting ceilings, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Sqm*			
004	Painting trim/baseboards, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Linear meter			
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Sqm*			
006	Varnishing/shellacking of woodwork, following surface preparation	Sqm*			
007	Removal of wallpaper	Sqm*			
008	Textured Surfaces preparatory work	Sqm*			
009	Painting of textured surfaces, one coat, (oil-based) paint, (glossy) finish	Sqm*			
010	Removal and disposal of old carpet and laying of contractor-furnished carpet (see Section C.2.2)	Sqm*			
011	Cleaning of installed carpets, including spot removal (see Section C.2.3)	Sqm*			
012	Janitorial/Cleaning services (see Section C.2.4)	Sqm*			
013	Plumbing services (see Section C.2.5)	Sqm*			
014	Electrical services (see Section C.2.6)	Sqm*			
015	HVAC services (see Section C.2.7)	Sqm*			
016	Carpentry services (see Section C.2.8)	Sqm*			
017	Roofing services (see Section C.2.9)	Sqm*			
018	Gardening services (see Section C.2.10)	Sqm*			
019	Masonry services (see Section C.2.11)	Sqm*			
020	General Mechanical services (see Section C.2.12)	Sqm*			
021	Safety Equipment services (see Section C.2.13)	Sqm*			
Total of all line-item prices:					
First Option Year Total:					

\*Sqm – square meter

### B.3.5 SECOND OPTION YEAR PRICES

CLIN	Description of Service	Unit of Measure	Price per Unit in [enter currency]	Estimated Quantity [enter amounts]	Total Est. Price
001	Clean old paint, repair plaster, prime and smooth surface, apply ( ) coats of ( ) paint.	Sqm*			
002	Painting walls, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Sqm*			
003	Painting ceilings, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Sqm*			
004	Painting trim/baseboards, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Linear meter			
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Sqm*			
006	Varnishing/shellacking of woodwork, following surface preparation	Sqm*			
007	Removal of wallpaper	Sqm*			
008	Textured Surfaces preparatory work	Sqm*			
009	Painting of textured surfaces, one coat, (oil-based) paint, (glossy) finish	Sqm*			
010	Removal and disposal of old carpet and laying of contractor-furnished carpet (see Section C.2.2)	Sqm*			
011	Cleaning of installed carpets, including spot removal (see Section C.2.3)	Sqm*			
012	Janitorial/Cleaning services (see Section C.2.4)	Sqm*			
013	Plumbing services (see Section C.2.5)	Sqm*			
014	Electrical services (see Section C.2.6)	Sqm*			
015	HVAC services (see Section C.2.7)	Sqm*			
016	Carpentry services (see Section C.2.8)	Sqm*			
017	Roofing services (see Section C.2.9)	Sqm*			
018	Gardening services (see Section C.2.10)	Sqm*			
019	Masonry services (see Section C.2.11)	Sqm*			
020	General Mechanical services (see Section C.2.12)	Sqm*			
021	Safety Equipment services (see Section C.2.13)	Sqm*			
Total of all line-item prices:					
Second Option Year Total:					

\*Sqm – square meter

### B.3.6 THIRD OPTION YEAR PRICES

CLIN	Description of Service	Unit of Measure	Price per Unit in [enter currency]	Estimated Quantity [enter amounts]	Total Est. Price
001	Clean old paint, repair plaster, prime and smooth surface, apply ( ) coats of ( ) paint.	Sqm*			
002	Painting walls, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Sqm*			
003	Painting ceilings, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Sqm*			
004	Painting trim/baseboards, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Linear meter			
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Sqm*			
006	Varnishing/shellacking of woodwork, following surface preparation	Sqm*			
007	Removal of wallpaper	Sqm*			
008	Textured Surfaces preparatory work	Sqm*			
009	Painting of textured surfaces, one coat, (oil-based) paint, (glossy) finish	Sqm*			
010	Removal and disposal of old carpet and laying of contractor-furnished carpet (see Section C.2.2)	Sqm*			
011	Cleaning of installed carpets, including spot removal (see Section C.2.3)	Sqm*			
012	Janitorial/Cleaning services (see Section C.2.4)	Sqm*			
013	Plumbing services (see Section C.2.5)	Sqm*			
014	Electrical services (see Section C.2.6)	Sqm*			
015	HVAC services (see Section C.2.7)	Sqm*			
016	Carpentry services (see Section C.2.8)	Sqm*			
017	Roofing services (see Section C.2.9)	Sqm*			
018	Gardening services (see Section C.2.10)	Sqm*			
019	Masonry services (see Section C.2.11)	Sqm*			
020	General Mechanical services (see Section C.2.12)	Sqm*			
021	Safety Equipment services (see Section C.2.13)	Sqm*			
Total of all line-item prices:					
Third Option Year Total:					

\*Sqm – square meter

### B.3.7 FOURTH OPION YEAR PRICES

CLIN	Description of Service	Unit of Measure	Price per Unit in [ <i>enter currency</i> ]	Estimated Quantity [ <i>enter amounts</i> ]	Total Est. Price
001	Clean old paint, repair plaster, prime and smooth surface, apply ( ) coats of ( ) paint.	Sqm*			
002	Painting walls, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Sqm*			
003	Painting ceilings, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Sqm*			
004	Painting trim/baseboards, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Linear meter			
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Sqm*			
006	Varnishing/shellacking of woodwork, following surface preparation	Sqm*			
007	Removal of wallpaper	Sqm*			
008	Textured Surfaces preparatory work	Sqm*			
009	Painting of textured surfaces, one coat, (oil-based) paint, (glossy) finish	Sqm*			
010	Removal and disposal of old carpet and laying of contractor-furnished carpet (see <i>Section C.2.2</i> )	Sqm*			
011	Cleaning of installed carpets, including spot removal (see <i>Section C.2.3</i> )	Sqm*			
012	Janitorial/Cleaning services (see <i>Section C.2.4</i> )	Sqm*			
013	Plumbing services (see <i>Section C.2.5</i> )	Sqm*			
014	Electrical services (see <i>Section C.2.6</i> )	Sqm*			
015	HVAC services (see <i>Section C.2.7</i> )	Sqm*			
016	Carpentry services (see <i>Section C.2.8</i> )	Sqm*			
017	Roofing services (see <i>Section C.2.9</i> )	Sqm*			
018	Gardening services (see <i>Section C.2.10</i> )	Sqm*			
019	Masonry services (see <i>Section C.2.11</i> )	Sqm*			
020	General Mechanical services (see <i>Section C.2.12</i> )	Sqm*			
021	Safety Equipment services (see <i>Section C.2.13</i> )	Sqm*			
Total of all line-item prices:					
Fourth Option Year Total:					

\*Sqm – square meter



#### B.3.8 GRAND TOTAL PRICE FOR BASE YEAR PLUS FOUR OPTION YEARS

***[Note to Contracting Officer: Delete option years that are not required.]***

Base Year Total:	
First Option Year Total:	
Second Option Year Total:	
Third Option Year Total:	
Fourth Option Year Total:	
Grand Total Price for all Years:	

B.4 ORDERING - The Government shall issue task orders for ordering all services under this contract. Task orders may be issued from the effective date of the contract until the end of the "Period of Performance." All task orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any task order.

B.4.1 ISSUANCE OF TASK ORDERS - The Contracting Officer may issue task orders orally but will be confirm them in writing within three days.

B.4.2 SURVEY OF PROPERTY - Before performing work, the Contractor shall survey the property and verify the work required against the task, to determine if any discrepancies exist. The Contractor shall be responsible for any errors that might have been avoided by such a survey/review. The Contractor shall immediately report any discrepancies to the COR or the Contracting Officer and shall not begin work until such matters are resolved.

B.4.3 CONTENTS OF TASK ORDERS - The Contracting Officer shall issue task orders for make-ready services on an as-needed basis. See the sample task order at Section J, Exhibit 2. Task orders shall include:

- (a) Date of order
- (b) Contract number
- (c) Order number
- (d) Location of property
- (e) Amount of work (square meters or linear meters)
- (f) Point of contact for questions

***[Note to Contracting Officer: add or modify as needed]***

B.4.4 COMPLETION DATE – The Contractor shall complete all services on individual housing units within ten (10) days ***[Note to Contracting Officer: modify time frame as appropriate, keeping in mind the scope of services to be performed and any other local factors]*** of receipt of a task order. The time period specified above shall not begin until the Contractor is afforded reasonable access to the work site.

The time period specified above may be shortened if mutually agreed to by the contractor and the Government.

The completion date is fixed and may be extended only by a written modification signed by the Contracting Officer.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 INTRODUCTION

C.1.1 GENERAL - The [*Note to Contracting Officer: identify Post*] requires a make-ready service contractor to perform task orders on US Government owned and leased properties [*Note to Contracting Officer: change as appropriate*]. The Contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required.

C.1.2 ENGLISH SPEAKING REPRESENTATIVE - The Contractor shall designate an English speaking representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the Government.

***[Note to Contracting Officer: the Contracting Officer should decide if on-site management is necessary, and if so, add the following paragraph.]***

The designated representative shall be located on site in an office designated by the Contracting Officer during normal working hours (see Section F.8) and shall have supervision as its sole function during the times while on duty. The Contractor's employees shall be on site only for contractual duties and not for any other business or purposes.

C.1.2. PERSONNEL - The Contractor shall be responsible for providing qualified technicians for each trade with relevant experience to perform make-ready services for task orders issued under this contract. Helper positions do not need to meet the experience requirement.

C.1.3 DEFINITIONS (see also FAR clause 52.202-1, Alt. 1 [April 1994], cited in I.1)

HVAC - Heating Ventilation and Air Conditioning.

Make-ready Services – Preparation of residential units for occupancy, including all items in this contract.

### C.2 STANDARDS

#### C.2.1 APPLICABLE PAINTING STANDARDS AND PAINT SPECIFICATIONS

##### C.2.1.1 LOCAL/INDUSTRY PAINTING STANDARDS

Painting and preparatory work shall be in accordance with [*Note to Contracting Officer: specify local standards, if any*], and the instructions given below. In cases where local standards and those listed in this contract are in conflict, the stricter of the two shall apply.

#### C.2.1.2 PAINT SPECIFICATIONS

Paint used shall be [*Note to Contracting Officer: specify types, colors, etc.; include any applicable brand name or equal descriptions*]

#### C.2.1.3 PREPARATION AND PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, carpets, or windows). The Contractor shall move, protect, and return such property to its original position.

The Contractor shall remove furnishings (such as furniture, rugs) first or protect them by protective covering. The Contractor shall also protect floors from soiling and paint spills. The Contractor shall not wash wooden floors under any circumstances. To protect floors (of all types) from damage, the Contractor shall use a suitable protective cover and provide ladders and scaffolding with clean rubber shoes or similar protection devices.

If the Contractor spills any paint, or in any way soils the floors, a specialist floor finishing company at the Contractor's expense shall perform the clean up. After completion of the painting work, the Contractor shall return all furnishings to their original position, and clean the work area free of litter and debris.

#### C.2.1.4 TECHNICAL SPECIFICATIONS FOR PAINTING WORK

##### (a) INTERIOR AND EXTERIOR PAINTING

Paint surfaces as directed by the task order. Match paint to similar adjacent materials or surfaces.

(1) "Paint" includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

(2) **Product Data:** The Contractor shall submit manufacturer's technical information, label analysis, and application instructions for each paint material proposed for use to the COR, prior to starting work. As an attachment, list each material and cross-reference specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.

(3) **Single Source Responsibility:** Provide primers and undercoat paint produced by the same manufacturer as the finish coats.

(4) **Material Quality:** Provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification will not be acceptable.

(5) Deliver materials to the job site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label with trade name and manufacturer's instructions.

(6) Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.

(7) **Project Conditions:** Do not apply paint when the relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces. Apply paint only in temperatures in accordance with manufacturer's specifications.

(8) Examine substrates and conditions under which painting will be performed for compliance with requirements. Do not begin application until unsatisfactory conditions have been corrected.

(9) **Preparation:** Remove hardware and hardware accessories, plates, light fixtures, and items in place that are not to be painted, or provide protection such as taping prior to surface preparation and painting (taping includes windows, door jams, etc.).

(10) Clean and prepare surfaces to be painted following manufacturer's instructions before applying paint or surface treatments. Remove oil, dust, and direct, loose rust, mildew, peeling paint or other contamination to ensure good adhesion. In some cases, the Contractor may be requested to remove all existing coats of paint and sealers if prior paint application is showing signs of improper adhesion, such as peeling, or chipping. All surfaces must be clean and dry. Schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces.

(11) Notify the Contracting Officer or COR of problems anticipated for any minor preparatory work required, such as but not limited to, filling nail holes, cleaning surfaces to be painted, and priming any requisite areas. Plan preparatory work as most units in residential areas will have nail holes or areas that will need to be primed or sealed. Replace all electrical switches and plugs with new covers after painting.

(12) **Materials Preparation:** Mix and prepare paint following manufacturer's directions.

(13) **Application:** Apply paint following manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

(i) Unless otherwise specified, the contractor is to use a high quality semi-gloss latex paint (containing no lead or mercury) for all kitchens, baths, laundry areas, doorframes, and window frames. A flat or satin flat latex base paint (containing no lead or mercury) is to be used in the remainder of the unit. The color to be used must be consistent with the balance of the room, which will normally be off-white. Contractor shall provide samples of the color of the type of material to be painted before actual paint date is scheduled.

(ii) On exterior surfaces, apply a high quality exterior grade latex base paint that matches as closely as possible to the existing color on the exterior of the property, or a color as otherwise specified by the COR. Before painting, scrape, sand, fill and prime the surface with a latex base primer. The Contractor should plan on extensive preparatory work before painting. Do not apply exterior paint in snow, rain, fog or mist; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces.

(iii) Provide finish coats that are compatible with primers used.

(iv) The number of coats and film thickness required is the same regardless of application method. Do not apply succeeding coats until previous coat has cured. Sand between applications where required to produce a smooth, even surface.

(v) Apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color, and appearance.

(14) **Scheduling Painting:** Apply first coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable, and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not re-coat until paint has dried.

(15) **Minimum Coating Thickness:** Apply materials at the manufacturer's recommended spreading rate. Provide total dry film thickness of the system as recommended by the manufacturer.

(16) **Prime Coats:** Before application of finish coats, apply a prime coat as recommended by the manufacturer to material required to be painted or finished, and has not been prime coated.

(17) **Brush Application:** Brush out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Draw neat glass lines and color breaks.

(18) Apply primers and first coats by brush unless manufacturer's instructions permit use of mechanical applicators.

(19) **Mechanical Applications:** Use mechanical methods for paint application when permitted by manufacturer's recommendations, governing ordinances, and trade union regulations.

(20) Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double-back with spray equipment to build up film thickness of two coats in one pass, unless recommended by the manufacturer.

(21) Upon completion of painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing, scraping or other methods, using care not to scratch or damage adjacent finished surfaces.

(22) Remove temporary protective wrappings after completion of painting operations.

(b) DRYWALL/PLASTER REPAIR

Patch defective drywall with a similar thickness and fire rated drywall. Joints must be taped in a manner so they are not readily visible. The patch must be textured with a texture consistent with the rest of the surface being patched. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.

(c) TEXTURE ONLY - WALLS

Occasionally, the Government may require a wall to be textured that has not previously been textured. The Contractor shall prepare the wall by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After preparatory work, the Contractor shall furnish and apply a texture type material. If any other walls within that room are textured, the texture material shall closely match the texture of any other existing textured walls in that room. The minimum assignment for this requirement will be one room within a unit.

(d) TEXTURE ONLY - CEILING

Occasionally, the Government may require that a ceiling be textured that has not previously been textured. The Contractor shall prepare the ceiling by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After preparatory work, the Contractor shall furnish and apply an "acoustic" type texture. The minimum assignment for this requirement will be one room within a unit.

(e) PAINT EXTERIOR TRIM

Apply a high quality exterior grade latex base paint that matches as closely as possible the existing color on the exterior trim of the property, or a color as specified by the COR. The trim is to be scraped, sanded, filled, and primed with a latex base primer, prior to painting. The Contractor should plan on extensive preparatory work prior to painting. The specifications for exterior paint apply, unless otherwise specified.

(f) REMOVE WALL COVERING

By task order, remove the designated wall covering (such as wallpaper, cork, mirror, and tile). After removing the wall covering the area shall be cleaned and made ready for painting. The Contractor shall remove and properly dispose of the old wall covering.

(g) PLASTER

Repair any damaged interior or exterior plaster as directed by the COR. The plaster material shall be of a similar material that matches as closely as possible the existing plaster in texture and color.

(h) STUCCO

Repair any damaged stucco and remove any loose stucco before applying paint.

***[Note to Contracting Officer: Review the standards and specifications for the following additional services and make adjustments where necessary to meet local requirements and conditions.]***

**C.2.2 CARPET REPLACEMENT STANDARDS**

The Contractor shall remove and dispose of existing carpets as designated. After floor preparing floors according to the nature and type of floor. The Contractor shall provide and install wall-to-wall carpet. The type of the carpet will be ***[Note to Contracting Officer: describe type and color—or state that color will be given in the delivery order; include any applicable local or industry standards]***



Carpet replacement shall not disturb or damage any fixed property (such as light fixtures, baseboards, or windows). The Contractor shall protect such property or move and return it to its original position.

The Contractor shall move all furnishings (such as furniture, cabinets) and return them to their original positions after completion of carpet replacement. The Contractor shall clean the work area free of litter and debris.

### C.2.3 CARPET CLEANING STANDARDS

The Contractor shall clean designated carpets using professional equipment and industrial-grade cleaners. [***Note to Contracting Officer: include desired specific standards here***]. The Contractor shall remove excess liquid shall be removed from carpets after cleaning to allow for the carpets to dry quickly.

The Contractor is responsible for any damage caused to carpets in the cleaning process and/or because of excess moisture left in carpets after cleaning.

Carpet cleaning shall not disturb or damage any fixed property (including light fixtures and baseboards). The Contractor shall protect or move and return such property to its original position.

The Contractor shall move and return furnishings (such as furniture, cabinets) to their original positions after completion of carpet cleaning. The Contractor shall clean the area and make it free of litter and debris.

### C.2.4 JANITORIAL/CLEANING STANDARDS

The Contractor shall complete the following requirements and the checklist in Section J, Exhibit 4. All cleaning shall use appropriate industrial-quality cleaning supplies. [***Note to Contracting Officer: insert specific standards for cleaning agents, see Exhibit 5***]

The following items and areas shall be cleaned: [***Note to Contracting Officer: change as appropriate, and key to checklist in Section J.***]

- (a) Clean:
  - (1) all sinks, showers and other porcelain surfaces,
  - (2) mirrors,
  - (3) tile surfaces,
  - (4) fixtures in bathrooms, kitchens and other areas,
  - (5) installed appliances;
- (b) vacuum all carpets,
- (c) mop all floors,

- (d) dust all closets, cabinets, and furniture;
- (e) polish wood surfaces on cabinets and furniture,
- (f) polish fixtures; and
- (g) clean all balconies and other private outside areas.

#### C.2.5 PLUMBING SERVICES

The Contractor shall perform the following plumbing inspection and repairs and use the checklist in Section J, Exhibit 4. [*Note to Contracting Officer: key to check list:*]

- (a) Inspect all plumbing work including:
  - pipes, ducts, valves, dampers, fittings, waste water and sewer lines, traps, catch basins, hot water heaters, toilet fixtures, plugs, chains, hoses, down-spouts, and gutters for clogging and loose joints, restrictions, leaks, and other faulty conditions;
- (b) Provide routine service such as:
  - retightening, caulking, lubricating, and performing first echelon maintenance.

The Contractor shall furnish all supplies and equipment needed for the repairs.

#### C.2.6 ELECTRICAL SERVICES

The Contractor shall perform the following electrical services and use the checklist in Section J, Exhibit 4. [*Note to Contracting Officer: key to check list:*]

- (a) Evaluate the operating condition and safety of all systems and equipment, including:
  - electrical outlets, switches, wiring, installed appliances, doorbells, intercoms, ceiling fans, light fixtures, water heaters, circuit breakers, fuse boxes and feed line connections.
- (b) Make basic repairs, including:
  - resetting circuit breakers or replacing fuses, fixing loose connections, replacing switches, etc.

The Contractor will provide all materials.

#### C.2.7 HVAC SERVICES

The Contractor shall perform the following HVAC services using the checklist in Section J, Exhibit 4. [*Note to Contracting Officer: key to check list:*]

- (a) Inspect all HVAC work including:
  - pipes, ducts, valves, filters, dampers, fittings, waste water and sewer lines, traps, catch basins, toilet fixtures, down-spouts, and gutters for clogging and loose joints, restrictions, leaks, and other faulty conditions;
- (b) provide routine servicing such as
  - retightening, caulking, lubricating, replacing and/or washing filters, and performing first echelon maintenance.

The Contractor shall furnish all supplies and equipment needed for the repairs.

Note the following specific requirements [*Note to Contracting Officer: modify as desired and key to checklist*]:

- (a) Inspect pumps for abnormal temperature, vibration, noise, and other trouble symptoms, and adjusting as necessary.
- (b) Inspect valves for restriction, leaks and other trouble symptoms, and adjusting as necessary.
- (c) Inspect cooling towers, checking condition of cooling water, if dirty replacing with clean water.
  - Clean strainers when replacing cooling water. Ensure that the water treatment equipment is properly working and that the water is being treated in accordance with manufacturer's recommendations.
- (d) Perform cleaning, washing and/or replacing of all air filters for [*Note to Contracting Officer: identify system*], air handling and fan coil units. The term "cleaning" means "dusting" where unwashable filters are used, "washing", where washable filters are used, and "replacing" where unwashable/throwaway filters are used. [*Note to Contracting Officer: identify who is to supply replacement filters*]
- (e) Make insulation tests, adjust relays, reset circuit breakers, and clean contact surfaces.

#### C.2.8 CARPENTRY SERVICES

The Contractor shall perform the following carpentry services using the checklist in Section J, Exhibit 4. [*Note to Contracting Officer: key to check list:*]

(a) The Contractor shall inspect all:

- wood cabinets, closets, doors, moldings, panels, fixtures, furniture pieces, stairways, including railings, balustrades, treads, risers and nosings, along with all doors in the residence. Also, inspect all toilet paper holders, soap trays, towel racks, shower curtain rods, toilet seats, medicine cabinets, venetian blind brackets, clothing rails, curtain rods, and any other like items.

(b) All necessary minor repairs shall be made to all items listed above, including:

- repairing, adjusting and/or replacing hinges, latches, closet rods, shelves, moldings and wood panels, cracks and chips, bathroom fixtures, curtain rods and venetian blinds, and caulking and staining repaired areas to match the color of the original wood.

#### C.2.9 ROOFING SERVICES

The Contractor shall perform the following roofing services using the checklist in Section J, Exhibit 4. [*Note to Contracting Officer: key to check list:*]

(a) The Contractor shall inspect:

- (1) the roof and eaves for leaks or other evidence of damage.
- (2) Inspect all rain gutters and water drains for blockages and leaks, and inspect all water catchers for proper positioning.

(b) The Contractor shall make minor repairs to:

- (1) the roof membrane, including patching leaks, repairing shingles
- (2) rain gutters and drains. [*Note to Contracting Officer: tailor language to fit local construction*]

#### C.2.10 GARDENING SERVICES

The Contractor shall perform the following gardening services using the checklist in Section J, Exhibit 4. [*Note to Contracting Officer: key to check list:*]

The Contractor shall:

- (a) Clean trash and debris from all lawn, yard, and garden areas.

(b) Mow lawns, trim hedges, prune trees, and remove weeds to present a neat and orderly appearance to the areas.

(c) Inspect sprinkling and other water delivery systems to ensure proper operation, and make repairs as necessary.

(d) Water all plants and lawns when finished.

#### C.2.11 MASONRY SERVICES

The Contractor shall perform the following masonry services using the checklist in Section J, Exhibit 4. [*Note to Contracting Officer: key to check list:*]

The Contractor shall:

(a) Inspect all stone and concrete work, including exterior and interior walks, floors, partitions, walls, and stone facing, for breaks, cracks, crumbling and other deterioration.

(b) make necessary repairs.

#### C.2.12 GENERAL MECHANICAL SERVICES

The Contractor shall perform the following general mechanical services using the checklist in Section J, Exhibit 4. [*Note to Contracting Officer: key to check list:*]

The contractor shall:

(a) Inspect and repair all garage doors, fences, gates, windows, sliding doors, doorstops, and interior fixtures, including door knockers, and pull cords.

(b) Inspect and clean all vents, including kitchen, bathroom, and dryer vents.

#### C.2.13 SAFETY EQUIPMENT SERVICES

The Contractor shall perform the following safety Equipment services using the checklist in Section J, Exhibit 4. [*Note to Contracting Officer: key to check list:*]

The Contractor shall inspect all fire extinguishers and fire extinguishing systems [*Note to Contracting Officer: specify*], smoke, heat, and carbon monoxide detectors in all areas for proper operation and report the results to the COR.

[*Note to Contracting Officer: This could be tailored to include Contractor servicing of fire extinguishers and other safety equipment if desired.*]

#### C.3 MAJOR REPAIRS

The Contractor shall immediately inform the COR or the Embassy Buildings Management Office of major safety problems and the need for major and/or specialized repairs to any part of the serviced area of the residential unit. The Contractor shall also inform the COR of a major problem in the residential unit in a system or area that is not being serviced as well. The Contractor shall be liable for the costs for any damage that occurs as a result of the Contractor's negligence in its duty to inform the COR. The Contractor shall make efforts to minimize such trouble or damage in systems or areas being serviced until proper corrective action can be taken.

Major and specialized repairs shall be carried out by the Government, independent of this contract.

#### C.4 CONTRACTOR PERSONNEL

All personnel assigned by the Contractor for the performance of the respective services shall be regular employees of the Contractor, and shall be supervised by the Contractor. There shall be no employer-employee relationship between the Government and the personnel. Subcontractors may only be employed with the express written consent of the Contracting Officer.

#### C.5 SUPERINTENDENCE BY CONTRACTOR

The entire operation of the contracted services shall be superintended by the Contractor's bilingual (English/[*Note to Contracting Officer: identify local language*]) liaison. The liaison shall coordinate the performance of the contracted services with the needs of the Government.

The liaison, or a qualified assistant, shall be on duty throughout the normal operating hours of the Embassy listed in Section F.8. The liaison shall also superintend the performance of the contracted services on Saturdays, Sundays, and holidays. [*Note to Contracting Officer: adjust as necessary*]

#### C.6 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system including:

- (a) Develop and maintain checklists of duties to be carried out,
- (b) Ensure these duties are carried out by the supervisory staff and senior employees, and
- (c) Perform inspections at all work locations to determine whether the various services are being performed according to the contract requirements.

The Contractor shall provide copies of all inspection reports to the COR.

The Contractor shall promptly correct and improve any shortcomings and/or substandard conditions noted in such inspections. The Contractor shall to the attention of the Contracting Officer or COR, for disposition, any conditions beyond the responsibility of the Contractor.

#### C.7 INSPECTION BY GOVERNMENT

The services performed and the supplies furnished for this contract will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

## SECTION D - PACKAGING AND MARKING

D.1 The Contractor shall mark materials delivered to [*Note to Contracting Officer: insert location*] as follows:

[*Note to Contracting Officer insert markings*]



## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.246-4	INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
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52.242-14	SUSPENSION OF WORK (APR 1984)
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52.242-15	STOP-WORK ORDER (AUG 1989)
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52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
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52.211-12	LIQUIDATED DAMAGES – CONSTRUCTION (SEP 2000)
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(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of [***Note to Contracting Officer: insert amount***] for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

F.2 Period of Performance. The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with [***Note to Contracting Officer: fill in number of option years***], one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

### F.3. DELIVERABLES

The Contractor shall deliver the following items:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To:</u>
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H.12.2 – Biographies of Personnel	1	10 days after award	COR
H.3 – Bonds	1	30 days after award	CO
H.4 – Insurance/Licenses & Permits	1	30 days after award	CO
H.10.1 – Safety Plan	1	30 days after award	COR
H.7.1 – Waste Disposal Report	1	Last day of each month	COR

**F.4 CONTRACTOR'S SUBMISSION OF WORK SCHEDULE FOR TASK ORDERS FOR MAJOR REPAIRS [Note to Contracting Officer: *If a schedule is desired from the Contractor for individual task orders, specifically list this item in the task order*]**

The time for submission of the schedules and General Instructions referenced in Section I, 52.236-15, "Schedules for Construction Contracts," Paragraph (a) is modified to reflect the due date for submission as [Note to Contracting Officer: *insert number of days*] calendar days after receipt of an executed contract." The Contractor shall revise such schedules weekly:

- (a) to account for the actual progress of the work,
- (b) to reflect approved adjustments in the performance schedule, and
- (c) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government.

The Contractor shall submit a schedule that sequences work to minimize disruption at the job site.

All deliverables shall be in the English language and any system of dimensions (such as English or metric) shown shall be consistent with the contract. If the Contractor has failed to act promptly and responsively in submitting its deliverables, the Government in approving such deliverables shall allow no extension of time for delay. The Contractor shall identify each deliverable as required by the contract.

**F.5 ACCEPTANCE OF SCHEDULE**

When the Government has accepted any time schedule, it shall be binding on the Contractor. The completion date is fixed and may be extended only by a written modification to the task order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (a) extend the completion date or obligate the Government to do so,
- (b) constitute acceptance or approval of any delay, nor

(c) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

#### F.6 NOTICE OF DELAY

The Contractor shall notify the Government if the contractor receives a notice of any change in the work, or if any other conditions arise that may cause or are actually causing delays and the Contractor believes may result in completion of the project after the completion date. The notification shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. The Contractor shall obtain the approval of the Contracting Officer for any revisions to the approved time schedule.

#### F.7 NOTICE TO PROCEED

(a) Following receipt from the Contractor of acceptable bonds or evidence of insurance within the time specified in Section H of this contract, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor shall then begin work.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

#### F.8 WORKING HOURS

The Contractor shall perform all work during [*Note to Contracting Officer: insert time and days*] except for the holidays identified in Sections I.15. The Contracting Officer may approve other hours. The Contractor shall give 24 hours advance notice to the Contracting Officer, who may consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase if initiated by the Contractor.

#### F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

- (1) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,

- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,
- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore

- (a) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (b) cannot be overcome by reasonable efforts to reschedule the work, and
- (c) directly and materially affects the date of final completion of the project.

#### F.10 POST AWARD CONFERENCE

The Government will hold a post award conference ten (10) days after contract award at [*Note to Contracting Officer: insert address*] to discuss the location and type of residences to be serviced, submittals, personnel issues, procedures and other important matters concerning the contract.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is [*Note to Contracting Officer: insert name, job title, and contact information*].

#### G.1.2 DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

### G.2 PAYMENT

**[*Note to Contracting Officer: Insert address to which invoices should be sent. Use the address of the FMO. The FMO will log in invoices and forward to the COR for approval.*]**

#### G.2.1 GENERAL

The Contractor shall follow Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following subsections elaborate upon the information contained in that clause.

#### G.2.2 DETAIL OF PAYMENT REQUESTS

The Contractor's requests for payment, which shall be made no more frequently than monthly shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

#### G.2.3 PAYMENTS TO SUBCONTRACTORS

The Contractor shall make timely payment from the proceeds of the progress or final payment to subcontractors and suppliers following the Contractor's contractual arrangements with them.

#### G.2.4 EVALUATION BY THE CONTRACTING OFFICER

The Contracting Officer shall make a determination as to the amount that is due after an inspection of the work. The Contracting Officer shall advise the Contractor if the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5.

#### G.2.5 ADDITIONAL WITHHOLDING

Independently of monies retained by the Government under FAR 52.232-5 the Government may withhold from payments due the Contractor any amounts necessary to cover:

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts that the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and costs for failure to make adequate progress.

#### G.2.6 PAYMENT

In accordance with 52.232-27(a), the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is changed to 30 days.

#### G.3 RECORDKEEPING REQUIREMENTS

The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain, as a minimum, the following items:

(a) The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the Contractor of service requests and to document the performance of all work.

(b) [*Note to Contracting Officer: include the following phrase if applicable*] Contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service, and all information on parts installed for major repairs only.

(c) Documentation of any complaints from post personnel or unusual incidents that may have taken place during the visit to the site.

***[Note to Contracting Officer: Include the following clause if VAT will apply to this contract:]***

G. ***[Note to Contracting Officer: select number]*** The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.



## SECTION H - SPECIAL CONTRACT REQUIREMENTS

*[Note to Contracting Officer: include the following paragraph if applicable.]*

### H.1 ISSUANCE OF ORAL TASK ORDERS

The Contracting Officer may issue oral task orders, as stated in Section B.4.1. Any oral task orders issued shall be confirmed in writing within three days when the Mission is open for business. U.S. or local holidays observed by the Mission and natural disasters or other emergencies that result in a suspension of normal operations shall not be counted against the three-day period. In all cases, the Contractor must begin work after receipt of an oral order, without waiting for written confirmation.

### H.2 ORDERING OFFICIAL

The designated ordering individual for this contract is the Contracting Officer.

### H.3 BOND REQUIREMENTS

#### H.3.1 TYPE OF BONDS

The Contractor shall furnish:

(1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or

(2) comparable alternate performance security approved by the Government such as a letter of credit shown in Section J.

#### H.3.2 TIME FOR SUBMISSION

The Contractor shall provide the bonds required by Paragraph H.1.1 within ten (10) days after contract award. Failure to submit:

(1) the required bonds other security acceptable to the Government;

(2) bonds from an acceptable surety; or

(3) bonds in the required amount,  
may result in rescinding or termination of the contract by the Government.

The Contractor shall be liable for costs described in FAR 52.249-10, "Default (Fixed-Price Construction) if the contract is terminated.

#### H.3.3 COVERAGE

The bonds or alternate performance security shall guarantee:

- (a) the Contractor's completion of the work within the contract time,
- (b) the correction of any defects after completion as required by this contract,
- (c) the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and
- (d) the satisfaction or removal of any liens or encumbrances placed on the work.

#### H.3.4 DURATION OF COVERAGE

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. At that time, the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

#### H.3.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if –

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

#### H.4 INSURANCE

##### H.4.1 AMOUNT OF INSURANCE

The Contractor is required to provide whatever insurance is legally necessary under Section I, 52.228-5, "Insurance - Work on a Government Installation." The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

General Liability	
(1) Bodily injury on or off the site in U.S. dollars:	
Per Occurrence	<i><b>\$[Note to Contracting Officer: insert amounts]</b></i>
Cumulative	<i><b>\$[Note to Contracting Officer: insert amounts]</b></i>
(2) Property damage on or off the site in U.S. dollars:	
Per Occurrence	<i><b>\$[Note to Contracting Officer: insert amounts]</b></i>
Cumulative	<i><b>\$[Note to Contracting Officer: insert amounts]</b></i>

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
  - (b) its officers,
  - (c) agents,
  - (d) servants,
  - (e) employees, or
  - (f) any other person,
- arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

#### H.4.2 GOVERNMENT AS ADDITIONAL INSURED

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

#### H.4.3 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

#### H.5 GOVERNING LAW

The laws of the United States shall govern the contract and the interpretation of the contract.

#### H.6 LANGUAGE PROFICIENCY

The manager, assigned by the Contractor to superintend the work on-site required by 52.236-6, "Superintendence by the Contractor" shall be fluent in written and spoken English.

#### H.7 LAWS AND REGULATIONS

##### H.7.1 COMPLIANCE REQUIRED

The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the Contractor shall comply with the more stringent of:

- (a) the requirements of such laws, regulations and orders; or
- (b) the contract.

If a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

##### H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless doing so would be inconsistent with the requirements of this contract.

##### H.7.3 SUBCONTRACTORS

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all required licenses and permits.

#### H.7.4 EVIDENCE OF COMPLIANCE

The Contractor shall submit proper documentation and evidence of compliance with this clause to the Contracting Officer.

### H.8 RESPONSIBILITY OF CONTRACTOR

#### H.8.1 DAMAGE TO PERSONS OR PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

#### H.8.2 RESPONSIBILITY FOR WORK PERFORMED

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work that may have been accepted in writing under the contract.

### H.9 MAINTENANCE OPERATIONS

#### H.9.1 OPERATIONS AND STORAGE AREAS

(a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) Vehicular Access. The Contractor shall use only established site entrances and roadways.

#### H.9.2 USE OF PREMISES

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises. The Contractor shall perform the work required under this contract without unreasonably interrupting or interfering with the conduct of Government business.

(b) Requests from Occupants. The Contractor shall refer to the Contracting Officer any request received by the Contractor from occupants of existing buildings to change the sequence of work.

(c) Access Limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

## H.10 SAFETY

### H.10.1 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General*. The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
  - (i) Scaffolding;
  - (ii) Work at heights above two (2) meters;
  - (iii) Trenching or other excavation greater than one (1) meter in depth;
  - (iv) Earth moving equipment;
  - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
  - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) *Subcontracts.* The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the Contractor shall:

(1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

## H.11 SUBCONTRACTORS AND SUPPLIERS

### H.11.1 CLAIMS AND ENCUMBRANCES

The Contractor shall satisfy all lawful claims of any persons or entities employed by the Contractor, including:

(a) subcontractors,

(b) material men and laborers,  
for all labor performed and materials furnished under this contract, including the applicable warranty or correction period.

The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s) or the premises as a result of nonperformance of any part of this contract.

#### H.11.2 APPROVAL OF SUBCONTRACTORS

(a) Review and approval. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection.

(b) Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

#### H.12 CONTRACTOR PERSONNEL

##### H.12.1 REMOVAL OF PERSONNEL

The Contractor shall:

- (a) maintain discipline at the site and at all times;
- (b) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
- (c) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer determines:

- (a) incompetent,
- (b) careless,
- (c) insubordinate or
- (d) otherwise objectionable, or



(e) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

#### H.12.2 MAINTENANCE PERSONNEL SECURITY

After award of the contract, the Contractor has ten (10) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct security checks. It is anticipated that security checks will take [*Note to Contracting Officer: insert number of days*] days to perform. For each individual the list shall include:

- (a) Full Name
- (b) Place and Date of Birth
- (c) Current Address
- (d) Identification number

[*Note to Contracting Officer: insert other information required*]

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

#### H.13 MATERIALS AND EQUIPMENT

##### H.13.1 SELECTION AND APPROVAL OF MATERIALS

(a) Standard of Quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:

- (1) The names of the manufacturer;
- (2) Model number;
- (3) Source of procurement of each such product, material or equipment; and
- (4) Other pertinent information concerning the:
  - (i) Nature,
  - (ii) Appearance,
  - (iii) Dimensions,
  - (iv) Performance,

- (v) Capacity, and
  - (vi) Rating
- unless otherwise required by the Contracting Officer.

The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

#### H.13.2 CUSTODY OF MATERIALS

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all items to the site as soon as practicable. The Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but that have not been delivered or secured at the site. The Contractor shall clearly indicate the use of such items for this U.S. Government project.

#### H.14 SURPLUS MATERIALS

Any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, whose cost is not included in the contract price.

#### H.15 SPECIAL WARRANTIES

##### H.15.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the terms of FAR 52.246-21, "Warranty of Construction," unless they conflict with the terms of such special warranties.

##### H.15.2 WARRANTY INFORMATION

The Contractor shall obtain and furnish to the Government all information that is required to make any subcontractor's, manufacturers, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

#### H.16 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

The Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or begun complying with the noncompliance notice in a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause. See FAR 52.242-14, Suspension of Work.

## SECTION I - CONTRACT CLAUSES

### I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013) <i>Alternate I (MAR 2001)</i>
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
<b>[Note to Contracting Officer: include 52.203-13 if estimated requirement exceeds \$5,000,000.]</b>	
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER (MAY 2011)
<b>[Note to Contracting Officer: if contractor personnel are on USG property add the below clause]</b>	
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (AUG 2013)

**[Note to Contracting Officer: delete if under \$500,000.]**

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION  
REGARDING RESPONSIBILITY MATTERS (JUL 2013)

**[Note to Contracting Officer: Add clause 52.210-1 if estimated contract over  
\$5,000,000]**

52.210-1 MARKET RESEARCH (APR 2011)

52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT  
(OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR  
PRICING DATA – MODIFICATIONS (AUG 2011)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA –  
MODIFICATIONS (OCT 2010)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA  
AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-  
MODIFICATIONS (OCT 2010)

52.216-7 ALLOWABLE COST AND PAYMENT (JUNE 2013) *Alternate I (FEB  
1997)*

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND  
REMEDIES (JAN 2014)

**[Note to Contracting Officer: Use 52.222-50 with Alt I if local law identifies off limit  
establishments.]**

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT  
MESSAGING WHILE DRIVING (AUG 2011)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND  
TRANSLATION OF CONTRACT (FEB 2000)

**[Note to Contracting Officer – See instructions on whether to also include FAR  
52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 1984).]**

52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE  
OVERSEAS (APR 1984)

52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION  
(JAN 1997)

52.228-11 PLEDGES OF ASSETS (JAN 2012)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JUL 2000)

52.228-14 IRREVOCABLE LETTERS OF CREDIT (DEC 1999)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.232-1 PAYMENTS (APR 1984)

**[Note to Contracting Officer: 52.232-5 applicable to individual task orders.]**

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION  
CONTRACTS (SEP 2002)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-17 INTEREST (OCT 2010)  
 52.232-18 AVAILABILITY OF FUNDS (APR 1984)  
 52.232-25 PROMPT PAYMENT (JUL 2013)  
**[Note to Contracting Officer: 52.232-27 applicable to individual task orders.]**  
 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACT (JUL 2013)  
 52.232-32 PERFORMANCE BASED PAYMENTS (APR 2012)  
 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR  
 AWARD MANAGEMENT (JUL 2013)  
 52.233-1 DISPUTES (JUL 2002) *Alternate I (DEC 1991)*  
 52.233-3 PROTEST AFTER AWARD (AUG 1996)  
 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM  
 (OCT 2004)  
 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)  
 52.236-3 SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE  
 WORK (APR 1984)  
 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)  
 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)  
 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)  
 52.236-8 OTHER CONTRACTS (APR 1984)  
 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES  
 EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)  
 52.236-10 OPERATIONS AND STORAGE (APR 1984)  
 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)  
 52.236-12 CLEANING UP (APR 1984)  
 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)  
 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)  
 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION  
 (FEB 1997)  
 52.237-3 CONTINUITY OF SERVICES (JAN 1991)  
 52.242-13 BANKRUPTCY (JUL 1995)  
 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) *Alternate II (APR 1984)*  
 52.245-1 GOVERNMENT PROPERTY (APR 2012)  
 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION  
 SERVICES (APR 2012)  
 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)  
 52.248-1 VALUE ENGINEERING (OCT 2010)  
 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT  
 (SERVICES) (SHORT FORM) (APR 1984)  
 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)  
 52.249-14 EXCUSABLE DELAYS (APR 1984)  
 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

**[Note to Contracting Officer: Include 52.225-19 Contractor Personnel in a Designed  
 Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR  
 2008) in accordance with FAR 25.3 if location is danger zone.]**

## I.2. Federal Acquisition Regulation Clauses Provided in Full Text

The following FAR clauses are provided in full text:

***[Note to Contracting Officer: Add in full text if a U.S. small business could be potential offeror or subcontractor or if the government estimate for the solicitation will meet the WTO acquisition threshold of \$202,000.]***

### 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

### 52.203-08 CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

#### I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than [*Note to Contracting Officer: insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of [*Note to Contracting Officer: insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of [*Note to Contracting Officer: insert dollar figure or quantity*]; or



(3) A series of orders from the same ordering office within [*Note to Contracting Officer: insert days*] days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [*Note to Contracting Officer: insert number*] days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I.5. 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

#### **I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months.

The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

**I.7     52.217-9    OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [*Note to Contracting Officer: insert number of (months)(years)*].

**I.8     RESERVED**

**I.9     52.228-15    PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)**

(a) As used in this clause-Contract-  
“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-delivery type contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 20 percent of the original contract price.

(2) Payment Bonds (Standard Form 25A) the penal amount of payment bonds shall be 20 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 20% of the increased in contract price.

(i) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, in any event, before starting work.

(d) *Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security

such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/c570.html>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has furnished labor or material for use in the performance of the contract.

**I.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR.  
(APR 1984)**

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES**

***[Note to Contracting Officer: insert the clause at 652.204-70 in solicitations and contracts that require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems.]***

**I.11 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION  
CARD ISSUANCE PROCEDURES (MAY 2011)**

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

**I.12 652.243-70 NOTICES (AUG 1999)**

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

I.13 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
  - (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.14 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

I.15 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

- (a) The Department of State observes the following days\*as holidays:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

\*Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other

premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

I.16 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel,

or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized

(5) under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(6) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(7) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative,

blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

I.17 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD  
(AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.18 CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government e-mail.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

***[Note to Contracting Officer: See instructions on whether to add DBA clause 652.228-71 Workers' Compensation Insurance (Defense Base Act)--Services (JUNE 2006)]***

***[Note to Contracting Officer: Add 652.229-70 if you anticipate U.S. firms submitting proposals.]***

**I.19 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS  
WITHIN THE UNITED STATES (JUL 1988)**

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.



## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Exhibit 1	List of Currently Held Residential Properties
Exhibit 2	Sample Task Order Form
Exhibit 3	List of Properties Requiring Make-Ready Services in the Previous Calendar Year
Exhibit 4	Technical Specifications and Checklists
<b><i>[Note to Contracting Officer: insert Exhibit 5 if the Government is going to furnish any property.]</i></b>	
Exhibit 5	Government Furnished Property
Exhibit 6	Sample Monthly Report Form
Exhibit 7	Contractor Furnished Property
Exhibit 8	Sample Bank Letter of Guaranty
Exhibit 9	Breakdown of Proposal Price by Division and Specification

## EXHIBIT 1

### LIST OF CURRENTLY HELD RESIDENTIAL PROPERTIES

***[Note to Contracting Officer: List all residential properties to be serviced under this contract, along with addresses, square meters/footage, and other special requirements for individual units. Include a note that this list is subject to change.]***

EXHIBIT 2

SAMPLE TASK ORDER FORM

Task Order # \_\_\_\_\_

Approval: \_\_\_\_\_

Page 1 of \_\_\_\_\_

Requestor: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Priority \_\_\_\_\_

Property # \_\_\_\_\_  
or address \_\_\_\_\_

Equipment: \_\_\_\_\_

Requested Date: \_\_\_\_\_  
Due: \_\_\_\_\_

Unit: \_\_\_\_\_

Shop: \_\_\_\_\_

Task #

Description


Approved: \_\_\_\_\_ Reviewed by: \_\_\_\_\_ Printed by: \_\_\_\_\_

Customer Signature : \_\_\_\_\_

Comments: \_\_\_\_\_

Worker's Name \_\_\_\_\_

Worker's ID: \_\_\_\_\_

Worker's Signature: \_\_\_\_\_

Completion Date: \_\_\_\_\_

FOR MAJOR REPAIRS ONLY:

Work: \_\_\_\_\_ OT: \_\_\_\_\_ Travel: \_\_\_\_\_ OT: \_\_\_\_\_ Wait: \_\_\_\_\_ OT: \_\_\_\_\_

Materials used (use other side as needed): \_\_\_\_\_

### EXHIBIT 3

#### LIST OF PROPERTIES REQUIRING MAKE-READY SERVICES IN THE PREVIOUS CALENDAR YEAR

*[Note to Contracting Officer: This is to provide prospective offerors with an estimate of the average volume and type of work.]*

## EXHIBIT 4

## TECHNICAL SPECIFICATIONS AND CHECKLISTS

**[Note to Contracting Officer: Include any technical specifications here, along with the following checklists for services included in the contract--key the checklists to the specifications in Section C for each service.]**

## Cleaning Services Check List

[illegible]

## Plumbing Services Check List

[illegible]

## Electrical Services Check List

[illegible]

## HVAC Services Check List

[illegible]

## Carpentry Services Check List

[illegible]

### Roofing Services Check List

[illegible]

## Gardening Services Check List

[illegible]

## Masonry Services Check List

[illegible]

## General Mechanical Services Check List

[illegible]

### Safety Equipment Services Check List

[illegible]



## EXHIBIT 5

### GOVERNMENT FURNISHED PROPERTY (GFP)

*[Note to Contracting Officer; identify if any will be provided, and the quantities.]*

*[Note to Contracting Officer: If any material is to be provided as GFP, it should be listed here, so that all offerors can price their proposals with the same set of assumptions. If there is to be no GFP, state that here.]*

*If post is adopting a “green” policy, then adhere to the following guidance:*

*If GFP will be provided, post should use environmentally-preferred chemical cleaning products. Information on environmentally-preferred products (EPP) is available on the Internet at <http://www.gsa.gov/portal/category/27119>.*

*All non-chemical products (paper, plastic, etc.) to be provided as GFP should conform to the Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines (CPG) if the products are CPG-designated items. CPG information is available on the Internet at <http://www.epa.gov/cpg>. Products that meet the desired objective (ability to clean effectively) and are not CPG-designated items should also contain the highest-possible amounts (by percentage) of recovered material(s) and post-consumer content.]*

EXHIBIT 6

MONTHLY REPORT

Monthly Report for the Month of \_\_\_\_\_

U.S. EMBASSY, \_\_\_\_\_

1. Services Requested During the Month:

<u>Task Order</u>	<u>Location/Description</u>	<u>Dates</u>	<u>Status</u>

2. Other Notes (include task order number):

A. Problems Encountered:

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B. Major Repairs Needed:

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C.     Major Repairs Made [*Note to Contracting Officer: include in form if applicable to the contract*]:

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D.     Recommendations:

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Signed by \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT 7

### CONTRACTOR FURNISHED PROPERTY

*[Note to Contracting Officer: List here the equipment and supplies that the Contractor is to provide. Prospective offerors need as much information as possible to submit intelligent proposals. When specifying contractor-furnished materials, Contracting Officer should, with the assistance and guidance of other interested Post officials, give consideration to specifying the minimum requirements.]*

*The Department has adopted a “Buying Green” policy that advocates the use of environmentally friendly products used in janitorial contracts. Information about this program may be found at A/OPE’s Internet web site, <http://www.statebuy.gov> by clicking on “Buying Green,” which provides links to other “green” web sites, including GSA Advantage’s “green” products.*

*The goal of the program is to ensure that cleaning products and supplies exhibit the following characteristics:*

- *Lower toxicity/non-carcinogenic*
- *Reduced skin, eye, and respiratory irritability*
- *Biodegradability*
- *No unnecessary dyes or fragrances*
- *Recycled content/recovered materials*

*If Post is adopting a “green” policy, then include the following:]*

The Contractor shall use only environmentally-preferred chemical cleaning products. The Contractor shall identify products by brand name for each of the following product types:

(a) All-purpose cleaner:	
(b) General degreaser:	
(c) General disinfectant:	
(d) Graffiti remover:	
(e) Chrome and brass cleaner/polish:	
(f) Glass cleaner:	
(g) Furniture polish:	
(h) Floor stripper:	
(i) Floor finisher:	
(j) Carpet cleaner:	
(k) Solvent spotter:	
(l) Gum remover:	
(m) Wood floor finish:	
(n) Bathroom hand cleaner/soap:	
(o) Bathroom disinfectant:	
(p) Bathroom cleaner:	
(q) Bathroom deodorizers:	
(r) Urinal deodorizers:	
(s) Lime and scale remover:	

In addition, the Contractor shall provide following non-chemical products containing the maximum feasible amount of recovered materials:

(1) Bathroom Tissue - The bathroom tissue must contain at least 100% recovered materials and 50% post-consumer content.

(2) Toilet Seat Covers - Toilet seat covers must contain at least 100% recovered materials and 50% post-consumer content.

(3) Paper Towels - The paper towels must contain at least 100% recovered materials and 40% post-consumer content.

(4) General Purpose Industrial Wipes - The general purpose industrial wipes must contain at least 100% recovered materials and 40% post-consumer content.

(5) Plastic Trash Bags - Plastic trash bags must contain at least 25% post-consumer content.

Information on environmentally preferable products (EPP) is available on the Internet at <http://www.gsa.gov/portal/category/27119>.

All non-chemical products (paper, plastic, etc.) should conform to the Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines (CPG) if the products are CPG-designated items. CPG information is available on the Internet at <http://www.epa.gov/cpg>.

Contractors may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

Once this list of products has been approved by the Contracting Officer, the Contractor is responsible for using only those approved cleaning chemical products in the building. If for some reason the product is found later to be ineffective **and** the Contractor would otherwise like to propose an alternative product, or the Contracting Officer would like to propose a more environmentally-preferable product, either the Contractor or Contracting Officer may propose for consideration an “equal” product. If the parties agree to the replacement product, the contract will be modified.

EXHIBIT 8 - SAMPLE LETTER OF BANK GUARANTY

Place [       ]

Date [       ]

Contracting Officer

U.S. Embassy, [*Post name*]

[*Mailing Address*]

Letter of Guaranty No. \_\_\_\_\_

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of [*amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period*], which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [*contract number*] for [*description of work*] at [*location of work*] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [*name of contractor*] of [*address of contractor*] on [*contract date*], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [*name*]

Address:

Representatives:

Location:

State of Inc.:

Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

## EXHIBIT 9

UNITED STATES DEPARTMENT OF STATE  
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) Division/Description	(2) Labor	(3) Materials	(4) Overhead	(5) Profit	(6) Total
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL:					

**[Note to Contracting Officer: the CO must identify currency.]**

Allowance Items:

**PROPOSAL PRICE TOTAL:** *[Note to Contracting Officer: the CO must identify currency.]*

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Alternates (list separately; do not total):

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**Offeror:**

**Date**

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.



**K.2     52.203-11   CERTIFICATION AND DISCLOSURE REGARDING  
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**

- (a)     Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).
- (b)     Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.
- (c)     Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.
- (d)     Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e)     Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

**K.3     52.204-3   TAXPAYER IDENTIFICATION (OCT 98)**

(a) Definitions

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701( c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

TIN:	
	TIN has been applied for
	TIN is not required because:
	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
	Offeror is an agency or instrumentality of a foreign government
	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

	Sole Proprietorship
	Partnership
	Corporate Entity (not tax exempt)
	Corporate Entity (tax exempt)
	Government entity (Federal, State or local)
	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

(End of provision)

**[Note to Contracting Officer: If you include FAR 52.204-7 in the solicitation, delete FAR 52.204-6]**

K.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

As prescribed in 4.1202, insert the following provision:

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561720**.

(2) The small business size standard is **\$16.5 million dollars**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.5 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS  
(APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are *o* are not *o* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have *o* have not *o*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are *o* are not *o* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have *o*, have not *o*, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien

filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### K.6 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States);  
or  
(2) ☐ Outside the United States.

#### K.7 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone No.: \_\_\_\_\_

#### K.8 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:



Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

**[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]**

**K.9 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR  
EMPLOYEES (JUNE 2006)**

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of *[Contracting Officer insert country of performance and check the appropriate block below]* –

☐ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

**K. 10 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)**

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under Section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in Section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

**K.11. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (MAY 2011)**

(a) *Definition*. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874 .

(c) *Representation*. By submission of its offer, the offeror represents that—

(1) It is not an inverted domestic corporation; and

(2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR or you may use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
<b>[Note to Contracting Officer: delete 52.209-7 if estimated requirement under \$500,000.]</b>	
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS— COMPETITIVE ACQUISITION (JAN 2004)
52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTION (OCT 1997)

### L.2 SOLICITATION PROVISIONS IN FULL TEXT

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-delivery indefinite-quantity contract resulting from this solicitation.

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer

(addressed as follows) by obtaining written and dated acknowledgment of receipt from  
***[Note to Contracting Officer: designate the official or location where a protest may be served on the Contracting Officer.]***

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **L.3 REVIEW OF DOCUMENTS**

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Offerors shall report any ambiguity in the solicitation, including specifications and contract drawings immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements shall make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely **ONLY** on written interpretations by the Contracting Officer.

### **L.4 SUBMISSION OF OFFERS**

#### **L.4.1 GENERAL**

This solicitation is for the performance of the construction services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments and Exhibits that are a part of this solicitation.

#### **L.4.2 SUMMARY OF INSTRUCTIONS**

Each offer must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
1	<u>Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER</u>	<u>                    </u>

STATEMENTS OF OFFERORS.

***\*[Note to Contracting Officer: insert the number of copies]***

- 2      Price Proposal and completed Section B - \_\_\_\_\_  
          SUPPLIES OR SERVICES AND PRICES/COSTS. The  
          price proposal shall include a completed  
          Section J, Exhibit 9, "BREAKDOWN OF  
          PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS."
- 3      Business Management/Technical Proposal. \_\_\_\_\_

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF-1442). ***[Note to Contracting Officer: insert separate address, if applicable.]***

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Offerors shall identify, explain and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation.

\*The total number of copies includes the original as one of the copies.

**L.4.3    DETAILED INSTRUCTIONS**

L.4.3.1   Volume I: Standard Form (SF) 1442 and Section K. Complete Blocks 14 through 20C of the SF-1442 and all of Section K.

L.4.3.2   Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. All applicable portions of this form shall be completed in each relevant category (such as labor, materials, etc.).

L.4.3.3   Volume III: Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a bar chart indicating when the various portions of the work will be started and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned start and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;
- (10) Percent turnover of contract key technical personnel per year; and
- (11) Any terminations (partial or complete) and the reason (convenience or default).

***[Note to Contracting Officer: Include the following paragraph if post wishes to make the contract subject to environmentally preferable requirements.]***

(12) Environmental Preferability Submission, describing how the offeror will ensure the use of environmentally friendly products and materials in the performance of the contract. The offeror must list all chemical cleaning products and non-chemical products that will be used.

***[Note to Contracting Officer: Contracting Officer may describe any additional items that may be required, such as a company brochure, technical proposal, client list, financial statement, etc.]***

**L.5     52.236-27    SITE VISIT (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for ***[Note to Contracting Officer: insert date and time]***.

(c) Participants will meet at ***[Note to Contracting Officer: insert location]***.

**L.6     PREPROPOSAL CONFERENCE**

A pre-proposal conference to discuss the requirements of this solicitation will be held on ***[Note to Contracting Officer: insert date]*** at ***[Note to Contracting Officer: insert time]*** time at ***[Note to Contracting Officer: insert location]***. Offerors are urged to submit written questions using the address provided on the solicitation cover page of this solicitation. Attendees should bring written questions to the conference as well. As time permits and after the Embassy discusses the solicitation and written questions are answered, oral questions may be taken.

**L.7     652.206-70    COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)  
(DEVIATION)**

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation.

If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Competition Advocate  
U.S. Department of State



A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested, and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes.

Interested parties are invited to contact the contracting activity ombudsman, [*Note to Contracting Officer: insert name*], at [*Note to Contracting Officer: insert telephone and fax numbers*]. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman.

Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Acquisition Ombudsman  
U.S. Department of State  
A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510.

(End of provision)

#### L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: [*Note to Contracting Officer: must complete this block, not with the Government estimate, but with a range in U.S. dollars or local currency. See FAR 36.204 for instructions on how to construct the range.*]

#### L.9 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past [*Note to Contracting Officer: insert number of years*] years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION OF PROPOSALS

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared following Section L and must meet all the requirements in the other sections of this solicitation.

#### M.1.2. BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation process will follow the procedures below:

(a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing a significant amount of the required.

(b) Technical Acceptability

After the initial evaluation, the Government will review the remaining proposals to determine technical acceptability. Technical acceptability will include a review of the Proposed Work Information described in Section L to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. The Government may also contact references provided as part of the Experience and Past Performance information described in Section L to verify quality of past performance. The Government shall also review the bar chart submitted to review the sequence of work and to ensure that performance would be completed on time. The end result of this review will be a determination of technical acceptability or unacceptability.

(c) The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) Adequate financial resources or the ability to obtain them;
- (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) Satisfactory record of integrity and business ethics;
- (4) Necessary organization, experience, and skills or the ability to obtain them;
- (5) Necessary equipment and facilities or the ability to obtain them; and

(6) Otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.503.

**M.1.3 AWARD SELECTION**

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

**M.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

The Government will evaluate offers for award purposes by adding the total price for all options to the total price. Evaluation of options will not obligate the Government to exercise the option(s).

**M.3 QUANTITIES FOR EVALUATION**

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B of this solicitation.

**M.4 SEPARATE CHARGES**

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

***[Note to Contracting Officer: Insert FAR 52.225-17 in full text if you will be allowing offers to be submitted in more than one currency (U.S. dollars or local currency).]***

**M.5 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)**

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.